

Article 32

TRAVEL EXPENSE REIMBURSEMENT

Section A. Travel on State Business.

Reimbursement Rates. The Employer agrees to continue the system for establishing, revising, and paying reimbursement for travel, meals, and lodging expenses incurred while traveling on State business in accordance with the Standardized Travel Regulations issued by the Departments of Civil Service and Management and Budget, except as otherwise specifically delineated in this Agreement. In the event the Civil Service Commission changes reimbursement rates for non-exclusively represented employees, such revised rates shall be applicable to Bargaining Unit members unless mutually agreed otherwise by the Union and the Office of the State Employer.

1. Mileage While on Travel Status.
 - a. The approved private car rate shall be the Federal Standard Mileage Rate as determined by the Internal Revenue Service. Changes in this rate shall be effective on the date established by the IRS.
 - b. The rate for use of a non-state owned vehicle when a state vehicle is available shall be set at the rate the DMB Motor Transport Division establishes for its fleet mid-size vehicle.
2. Home-to-work Mileage. Reimbursement to the State shall be at the applicable MTD rate, and in accordance with statute.

Section B. Meal Reimbursement Eligibility and Meals Without Charge.

1. Meals While Away From the Work Location.
 - a. Employees on State business who are away from their facility and not provided a meal shall be reimbursed in accordance with the State Travel Regulations as described below. Allowances for individual meals will be based on the following schedule:
 - i. Breakfast: When travel commences prior to 6:00 a.m. and extends beyond 8:30 a.m.
 - ii. Lunch: When travel commences prior to 11:30 a.m. and extends beyond 2:00 p.m. or if the employee would have been entitled to a meal without charge under Subsection B.2, had the employee remained at his/her work location, unless provided a meal without charge.
 - iii. Dinner: When travel commences prior to 6:30 p.m. and extends beyond 8:00 p.m.; or if the employee would have been entitled to a meal without charge under Subsection B.2. had the employee

remained at his/her work location, unless provided a meal without charge.

- iv. Midnight Lunch: If work extends beyond Midnight, reimbursed at the lunch rate.
- b. Employees who are at a location ie. hospitals/institutions where a meal can be provided and are given the option of consuming a meal do not qualify for meal reimbursement.
- c. Employees in travel status who return to their work location more than three (3) hours after the end of their regularly scheduled shift will be entitled to reimbursement for the type of meal that is normally consumed at that time of day. Such reimbursement shall be made in accordance with meal rates provided in the Standardized Travel Regulations.

2. Meals Without Charge.

- a. Criteria. In the Department of Corrections, to facilitate security measures, employees who meet the criteria listed below will be provided a meal without charge. The meal provided will be from the same menu provided the residents. To be eligible, the employee shall be:
 - i. Employed and assigned within the security perimeter of a correctional facility where departmental food service facilities are available; and
 - ii. Required to remain at the correctional facility for the full eight (8) hour shift, and not be relieved of custody responsibilities during the period provided for consuming the meal; and
 - iii. Entitled to receive full pay for the period during which the meal is to be consumed.

An employee who meets the eligibility standards listed in i. through iii. above, but who is temporarily on assignment at another correctional facility where food services are available, at a time when meals are being served at such other facility, shall be entitled to receive a meal without charge from such other facility upon request.

Employees who are entitled to receive a meal under the circumstances described above, but who are unable to receive said meal because the meal was not made available by the facility, with proper verification, shall be allowed to voucher that meal in accordance with this Article.

- b. Community Corrections Centers. Employees in Community Corrections Centers who meet the criteria listed in Subsections B.2.a.i., ii. and iii. above shall also be entitled to receive a meal without charge, even though such employee is not employed and assigned within the security perimeter of a correctional facility.

Bargaining Unit employees who are employed at Community Corrections Centers where departmental food service facilities are not available, but who meet the criteria listed in Subsections B.2.a.ii. and iii. above shall receive payment as provided below in lieu of such meal without charge.

The amount of the payment shall be based upon Department cost for providing the meal. Such payment shall be made for only one meal per full day actually worked.

Payment shall be calculated and made on the basis of the twelve (12) month benefit year beginning October 1 and ending September 30. The amount of payment due an employee shall be based upon the number of full days worked eight (8) hours or more in a twenty-four (24) hour period by the employee during the benefit year, less appropriate deductions for tax withholding. Payment shall be due prior to November 1st. The cost shall be the rate calculated and certified to the Union by the Department of Corrections, as the actual cost in effect at the time that payment is due.

Payment for the preceding fiscal year shall be due on November 1 of each subsequent year during the life of this Agreement.

An employee who is otherwise eligible for such payment but who separates from employment prior to the payment due date shall be paid the prorated amount due him/her upon separation. No employee shall receive more than one such payment during any twelve (12) month period.

3. In other Departments, the current Departmental practice regarding meals furnished without charge, if any, shall remain in effect.

Section C. Mobilization.

During an official (rather than practice) mobilization, affected employees are entitled to meal expense reimbursement if: (1) they are temporarily reassigned by management outside of their work location; (2) are restricted to the troubled area, and (3) the Employer or others do not furnish meals to the employees free of charge.

1. Rates. The mobilization meal rate for those employees who are eligible under the provision immediately above shall be five dollars (\$5.00) per meal.

2. Number of Meals. Not more than three (3) meals per day will be reimbursed to an employee. When an eligible employee's work time, on an official mobilization, is:
 - a. Four (4) hours or less, the employee shall be reimbursed for one (1) meal;
 - b. More than four (4) hours but less than eight (8) hours, the employee shall be reimbursed for two (2) meals;
 - c. Eight (8) hours or more, the employee shall be reimbursed for three (3) meals.

Section D. Relocation Expense Reimbursement.

1. Relocation for the Benefit of the State (Involuntary Reassignment). Employees who on or after October 1, 1987 meet all the criteria listed in a. through d. shall be eligible for the relocation benefits provided in Subsections 2. through 6. below.
 - a. Satisfactorily completed their initial probationary period;
 - b. Have commenced their first work assignment and thereafter are involuntarily reassigned for the benefit of the State to a new work location more than twenty-five (25) miles away;
 - c. Actually move their residence closer to the new work location; and
 - d. Agree to continue employment at the new work location for a minimum of one (1) calendar year after reassignment.
2. Temporary Travel Expense. From the effective date of reassignment, the reassigned employee will be allowed meal and lodging expense reimbursement at rates in effect pursuant to Section A. above, for up to sixty (60) calendar days at the new work location or until such time as the employee changes residence, whichever is less. In case of hardship in securing or occupying a new residence the Employer may, at its full discretion and as determined on an individual case by case basis, grant an extension of up to sixty (60) calendar days, but in no case shall the total period exceed 180 days.

Employees returning to their residence at the prior work location during the sixty (60) day period (or its extension) will be reimbursed for the lesser of: (1) meals during those days; or (2) mileage charges for a personal car used in such commuting for the actual mileage between the points at the approved private car rate.

3. Trip to Secure Housing. A reassigned employee and one (1) additional family member shall be allowed up to three (3) round trips to a new official work location for the purpose of securing housing. Travel, lodging and meals costs will be reimbursed up to a maximum of nine (9) days in accordance with the rates in effect pursuant to Section A. above.
4. Moving Time. An eligible employee shall be allowed two (2) days off without loss of pay for completing the move. This Section shall not be construed to relieve the employee from any responsibility to report for work punctually and in a condition ready for work.
5. Moving of Household Goods. All reimbursable moves must be made by common carrier or by trailer or truck rented by the employee.
 - a. Common Carrier. The Employer will pay the transportation charges for normal household goods up to a maximum of 14,000 pounds for a move. Charges for weight in excess of 14,000 pounds must be paid directly to the mover by the employee.
 - (1) Household Goods: Includes all furniture, personal effects and property used in a dwelling, and normal equipment and supplies used to maintain the dwelling except automobiles, boats, camping vehicles, firewood, fence posts, tool sheds, motorcycles, snowmobiles, explosives, or property liable to impregnate or otherwise damage the mover's equipment, perishable foodstuffs subject to spoilage, building materials, fuel or other similar non-household good items.
 - (2) Packing: The Employer will pay up to \$600 for packing and/or unpacking breakables. In addition to the above packing allowances, the Employer will pay the following accessorial charges which are required to facilitate the move: appliance services; piano or organ handling charges; flight, elevator, or distance carrying charges; extra labor charges required to handle heavy items, e.g., pianos, organs, freezers, pool tables, etc. Arrangements for paying any additional packing requirements must be made and paid for by the employee only.
 - (3) Insurance: The carrier will provide insurance against damage up to \$.60 per pound for the total weight of the shipment. The Employer will reimburse the employee for insurance costs not to exceed an additional \$.65 per pound of the total weight of the shipment.
 - (4) En Route Charges: Charges for stopping in transit to load or unload goods and the cost of additional mileage involved to effect a stop in

transit shall be paid by the employee. Extra labor required to expedite a shipment at the request of the employee shall be paid by the employee.

- (5) Mobile Homes: The Employer will pay the reasonable actual moving cost for moving a mobile home if it is the employee's domicile, plus a maximum of \$500 allowance for blocking, unblocking, securing contents or expando units, installing or removal of tires (on wheels) on or off the trailer, removal or replacement of skirting and utility connections will be paid by the Employer when accompanied by receipts. "Actual moving cost" includes only the transportation cost, escort services when required by a governmental unit, special lighting permits, tolls and/or surcharges, but excludes moving or fuel tanks, out buildings, swing sets, etc. that are not secured inside the mobile home.

Mobile home liability is limited to damage to the unit caused by the negligence of the carrier, and to contents up to a value of \$500. Additional excess valuation and/or hazard insurance may be purchased from the carrier at the expense of the employee.

The repair or replacement of equipment of the trailer, e.g., tires, axles, bearings, lights, etc., is the responsibility of the employee.

- b. Truck or Trailer: In lieu of a common carrier, the Employer will reimburse the employee for reasonable truck or trailer rental charges, tolls and required surcharges incurred by the employee where the employee moves himself/herself.
- 6. Storage of Household Goods. The Employer will reimburse the employee for storage of household goods, as described in Subsection 5.a.1. above, for a period not in excess of sixty (60) days in connection with a reimbursable move, at either origin or destination, but only when housing is not readily available.
 - 7. Relocation for the Benefit of the Employee (Voluntary Transfers). Employees who have accepted a voluntary transfer to initial staffing positions at a newly opened facility more than twenty-five (25) miles from the prior work location, who actually move their residence closer to the new work location, and who agree to continue employment at the new work location for a minimum of one (1) year after the voluntary transfer, shall be eligible for the relocation reimbursement benefits provided in Subsection D.4 (Moving Time) and Subsection D.5.b. (Truck or Trailer).

Notwithstanding any practice to the contrary which may have affected employees in the Bargaining Unit, Article 14, Section K., shall apply.